

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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GENEITH TURNBULL,

Plaintiff,

-against-

**SETTLEMENT
AGREEMENT**

THE CITY OF NEW YORK, LISETTE CAMILO, EMILY
NEWMAN, and JOHN and JANE DOE (said names being
fictitious, the persons intended being those who aided and
abetted the unlawful conduct of the named Defendants),

18 Civ. 00193 (AKH)

Defendants.
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WHEREAS, plaintiff Geneith Turnbull, employed by the City of New York at the Department of Citywide Administrative Services ("DCAS"), commenced this action in the United States District Court for the Southern District of New York, alleging that she was subject to discrimination and retaliation on the basis of age and race in the terms, conditions and privileges of employment under 42 U.S.C. § 1981 as amended by the Civil Rights Act of 1991, 42 U.S.C. § 1981(a) and the Civil Rights Act of 1871, 42 U.S.C. § 1983; the New York State Human Rights Law, New York Executive Law §§ 296 et seq., and the New York City Human Rights Law, N.Y.C. Administrative Code §§ 8-107 et seq.;

WHEREAS, defendants City of New York, Lisette Camilo, in her personal and professional capacities, and Emily Newman, in her personal and professional capacities (collectively "defendants") have denied the truth of plaintiff's allegations as well as any and all liability arising out of plaintiff's allegations;

WHEREAS, the parties now desire to resolve the issues raised in this litigation without further proceedings and without admitting any fault or liability;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is settled and is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below. A Stipulation of Voluntary Dismissal in the form annexed hereto as Exhibit "A," shall be executed by all parties and filed with the Court by defendant's counsel without further notice or process.

2. In full satisfaction of all claims that were or could have been raised in this action, including claims for costs, expenses and attorneys' fees, the City of New York and DCAS agree to the following: (a) the City of New York shall pay plaintiff and plaintiff's attorneys ninety-nine thousand six hundred sixty dollars and sixty-eight cents (\$99,660.68); (b) DCAS shall pay plaintiff one hundred thousand dollars and no cents (\$100,000.00) constituting back pay, which is pensionable for the period of January 1, 2017 through December 31, 2017, minus all applicable withholdings and deductions; (c) DCAS shall provide, no later than July 1, 2019, a reference letter stating that plaintiff served as Deputy Commissioner of the Office of Citywide Procurement at DCAS from May 8, 2014 to March 24, 2017, and that plaintiff retired voluntarily; and (d) the City of New York shall remove any reference to plaintiff's demotion from City of New York personnel records, including but not limited to all documents referencing the demotion in her physical or electronic personnel files, remove or delete the word "demoted" or "demotion" from the City's PRISE, NYCAPS, and Payroll Management System, and remove

from her permanent personnel file(s) the March 16, 2017 "demotion" letter, any DATA Sheet or Personnel Document in her personnel file referencing the "demotion" or "demoted".

3. The payment by the City of New York shall be made as follows: one check for ninety-nine thousand six hundred sixty dollars and sixty-eight cents (\$99,660.68), payable to plaintiff Geneith Turnbull and plaintiff's attorneys Maduegbuna Cooper LLP. The payment by DCAS shall be made as follows: one check for one hundred thousand dollars and no cents (\$100,000.00), less all applicable deductions and withholdings, payable to plaintiff Geneith Turnbull, within sixty (60) days after the execution and delivery to defendants' attorneys of all documents necessary to effect this settlement. DCAS agrees that it will memorialize that the foregoing payment is pensionable for the period of January 1, 2017 through December 31, 2017, by letter placed within plaintiff's permanent personnel file with a copy provided to plaintiff and a copy sent to the New York City Employee Retirement System, no later than July 1, 2019. Both checks shall be sent to Maduegbuna Cooper LLP.

4. In consideration for the payments to be made as set forth above in paragraph "2," which is in full satisfaction of all claims that were or could have been raised in this action, plaintiff agrees to (a) the dismissal with prejudice of any and all rights of actions or claims alleged against defendant and to release and discharge defendants City of New York, Lisette Camilo, Emily Newman, and all present or former officials, employees, representatives, or agents of the same, any or all of them, and their successors or assigns (collectively the "Released Parties") from all claims, liabilities and/or causes of action which plaintiff has or may have against any of the Released Parties based upon anything that has happened up to now and including the date of the execution of this Settlement Agreement, whether known or unknown, including, but not limited to, any and all liability, claims, or rights of action which were or could

have been alleged in this action, including all claims for costs, expenses, and attorneys' fees; and
(2) retire her employment with the City of New York, effective July 19, 2019.

5. Plaintiff shall execute and deliver to defendants' attorneys all documents necessary to effect this settlement, including, without limitation, a Stipulation of Voluntary Dismissal in the form attached hereto as Exhibit "A," a General Release in the form attached hereto as Exhibit "B", an Affidavit Concerning Liens in the form attached hereto as Exhibit "C", and a City of New York Substitute W-9 form attached hereto as Exhibit "D" executed by plaintiff and Maduegbuna Cooper LLP.

6. Within five days of receipt by defendants' attorney of the fully-executed documents necessary to effect this settlement as set forth above in paragraph "5," defendants' attorney shall transmit the relevant settlement documents to the New York City Comptroller's Office for processing.

7. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules, or regulations of the United States, the State of New York, the City of New York, DCAS, or any other rules, regulations, or bylaws of any department or subdivision of the same. The parties agree that this Settlement Agreement is not related to any other litigation or settlement negotiations and that it will not be offered as evidence in any proceeding except to enforce the terms of this settlement.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or DCAS.


9. Plaintiff agrees that she has entered into this Settlement Agreement freely, knowingly, and openly without coercion, duress, or undue influence, with full understanding and knowledge of its consequences.

10. This Settlement Agreement contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Settlement Agreement regarding the subject matter of this action shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

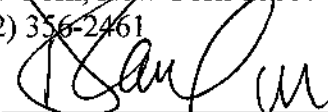
11. This Settlement Agreement may be signed in counterparts. An electronic copy of this agreement will have the same force and effect as the original.

Dated: New York, New York
June 28, 2019


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Agreed to by **GENEITH TURNBULL, Plaintiff**


GENEITH TURNBULL